

SPECIAL TERMS AND CONDITIONS OF SALE

Art.1^{er} - PREAMBLE

These Special Terms and Conditions of Sale govern relations between ADRT Pas-de-Calais, a local tourism organisation provided for in Article L211-1 (II) of the Tourism Code and members of the Tourisme & Territoires network, and its customers.

These Special Terms and Conditions of Sale strictly comply with the regulations in force and apply to any booking made after 1 July 2018. They supersede and replace all previous versions of the Special Terms and Conditions of Sale proposed by the ADRT Pas-de-Calais. The customer acknowledges having read these Special Terms and Conditions of Sale and having agreed to the terms by signing the booking proposed by the ADRT Pas de Calais and which forms, with these General Terms and Conditions of Sale listed in Articles R211-3 à R211-11 of the Tourism Code, the Contract, as this term is defined in Article 2 below.

Art.2 - DEFINITIONS

Seller : refers to ADRT Pas-de-Calais, a local tourism organisation, member of the Tourisme & Territoires network, and which proposes Tourist Services for sale in its geographical area of intervention : Pas-de-Calais.

Customer : refers to the person who buys or books a Tourist Service, it being understood that the Customer may not be the beneficiary or participant of the Tourist Service, depending on whether the Customer wants to personally benefit from the Tourist Service or whether they want a third party to benefit.

Beneficiary or Participant : refers to the physical person who receives the Tourist Service purchased by the Customer from the seller.

Holiday rental or Seasonal rental or Rural Gîte : travel service comprising the rental of a building concluded for a maximum and non-renewable period of ninety consecutive days, according to the definition given by Articles L211-4 of the Tourism Code and 1-1 (2^o) of Law no 70-9 du 2 January 1970.

Partner : refers to any person producing or organising the Tourist Service sold by the Seller to the Customer.

Contract : Refers to the set of reciprocal commitments made by the seller, on the one hand, and by the Customer, on the other hand, concerning the booking or purchase of a Tourist Service. The contract comprises the General Terms and Conditions of Sale applicable to all tourist operators, the Special Terms and Conditions of Sale applicable to the Seller and the Booking Terms and Conditions specific to the Tourist Service selected by the Customer.

Trip : refers to a tourist package according to the provisions of Article L211-2 (II) of the Tourism Code.

Tourist Service or Travel Service: refers to (i) a travel service or (ii) a tourist service or (iii) a tourist package or (iv) a related travel service as defined in Article L211-2 of the Tourism Code.

Outdoor activity: refers to a Tourist Service or a travel service that takes place in a natural environment.

Distribution channel : refers to the technical means by which the Seller offers the Customer to book or buy a Tourist Service (telephone, website, physical reception, etc...)

Party : refers to the Seller of the Customer, according to the meaning given by the sentence this term appears in. In the plural, this term refers to the Seller and the Customer.

Website : refers to the Seller's website's including those appearing in the addresses: www.resa62.com, uk.resa62.com

Art.3 PRIOR OR PRECONTRACTUAL INFORMATION

3.1 - SCOPE

The descriptive information relating to the Tourist service proposed by the Seller and appearing on the website or in the document provided to the Customer by the Seller constitute prior or pre-contractual information provided to the Customer according to Article L. 211-8 of the Tourism Code. The elements of this prior or pre-contractual information listed in Article R211-4 of the Tourism Code commit the Seller.

3.2 - CHANGES

The Seller, however, reserves the right to make changes to these prior information elements to the extent that these changes are made to the Customer in writing and before the conclusion of the contract, under the conditions laid down in Articles R211-5 et L211-9 of the Tourism Code.

3.3 - PRICE

The price of the Tourist Service, posted on the Website or in the prior information document provided to the Customer by the Seller, is that in force at the time of consultation by the Customer.

It corresponds to the price of the Tourist Service, including any taxes.

In some cases, additional costs whose details and conditions of application are contained in the prior information may be charged by the Seller at the time of booking.

The payment methods for this price also appear on the Website or in the prior information document.

3.4 - TOURIST TAX

In accordance with the legislation in force on the activity of booking platforms, the Seller may (i) collect the tax applicable in the different territories of its geographical area of intervention at the time of booking or upon act of purchasing and (ii) pay it to the inter-municipal bodies on behalf of the Customer. When it is collected by the Seller, the details of this tax are mentioned on the Website or in the prior information document given to the Customer.

3.5 - BOOKING FEES

Finally, the booking fees can also be received by the Seller. The details and amount of these booking fees are mentioned in the prior information and may vary depending on the Seller's distribution channel.

3.6 - FINAL PRICE

The final price incl. VAT of the Tourist Service and including

all the fees is indicated to the Customer before the final formation of the Contract.

Art.4 - CUSTOMER'S RESPONSIBILITY

It is the responsibility of the Customer to verify that the personal information they provide when booking, during the act of purchasing or at any other time, is accurate and complete.

In case of booking online on the website, the Customer is responsible for ensuring that the contact information they provide is correct and that the information permits them to receive confirmation of their booking. In the case where the Customer does not receive this confirmation in the period indicated, the Customer is responsible for contacting the Seller without delay. In addition, and for correct monitoring of their file, the Customer must inform the Seller as soon as possible of any change to their personal information that they provided to the Seller.

Art.5 - PRICE REVISION

The price of the Tourist Service may not be amended by the Seller after the formation of the Contract, except in cases limitedly envisaged by Article L211-12 of the Tourism Code and no later than 21 days before the start of the Tourist Service. In this regard, the booking elements include the parameters of any price revision and how the price revision can be calculated based on these parameters.

In no case can the Customer ask to cancel the booking due to the price revision unless, as a result of this revision, the increase in the price is greater than 8% compared to the price initially agreed during the formation of the Contract.

Art.6 - SELLER'S RESPONSIBILITY

In accordance with Article L211-16 of the Tourism Code, the Seller is legally responsible in respect of the Customer or the Beneficiary of the Tourist Service for the execution of the services provided by the Contract. However, the Seller may be exempt from all or a part of its responsibility by providing evidence that any damage is :

Attributable to the Customer or to the Beneficiary,

Attributable to a foreign third party to the provision of travel services included in the contract ans that it is of an unforeseeable or unavoidable nature,

Due to exceptional and unavoidable circumstances.

When the Seller's responsibility is engaged and except in the case of bodily injury or in the case of damage caused intentionally or by negligence, compensation sought by the Customer cannot exceed three times the total price of the Tourist Service.

Art.7 - ONLINE BOOKING PROCESS

The online booking process on the website is as follows :

The Customer selects the Tourist Service/s of their choosing and adds them to their shopping basket. After confirming the shopping basket, the Customer enters their personal information and contact information.

The Customer then access a page summarising all the constituent elements of the Contract, elements whose list is fixed in [Articles R211-4 and R211-6 of the Tourism Code](#).

A first click allows the Customer to confirm the terms of the Contract, subject to having expressly agreed to these General and Special Terms and Conditions of Sale.

A second click by the Customer, reconfirming their acceptance, allows the Customer to validate the payment methods of the price.

If payment is made by credit card, the booking is considered firm and final and the Contract formed only after acceptance of the payment by the Customer's bank, any later rejection of the payment will result in the immediate termination of the Contract.

After the final formation of the Contract, the Seller will send the Customer email confirmation summarising all the terms of the Contract, the content of this email is proof of the existence of the Contract.

Art.8 - OFFLINE BOOKING PROCESS

In the case of an offline booking, the Seller shall send the Customer a draft Contract mentioning all the elements provided for in Articles R211-4 et R211-6 of the Tourism Code and including these General and Special Terms and Conditions of Sale.

The booking or the act of purchasing is permanently formed after receipt by the Seller and before the deadline mentioned in the draft, (i) of a copy of the Contract signed by the Customer, involving in particular acceptance of these Special Terms and Conditions of Sale (mentioned on the website and available on simple request from the Seller) and (ii) the payment of part of the price specified in the Contract as indicated in Article 10 below.

If the payment of part of the price specified in the Contract is made by bank card, the booking is considered firm and final and the Contract formed when the Customer communicates their bank details and CCV number, either by telephone to the Seller or at a physical booking point of the Seller. Any subsequent rejected payment will result in the immediate termination of the Contract.

Art.9 - NO RIGHT OF WITHDRAWAL

In accordance with Article L221-18 12° of the Consumer Code, the Customer has no right of withdrawal following the purchase or the booking of a Tourist Service by the Seller.

Art.10 - PAYMENT

Except in the case of online booking where the payment of the full price may be required at the time of the booking, the booking becomes firm and final and the Contract formed when a deposit representing at least 25% of the total price of the Tourist Service is received by the Seller. The balance of the price is due no later than 30 days before the start of the Tourist Service.

In the event of a booking at least 30 days from the start of the Tourist Service, full payment of the price of the Tourist Service is systematically required on booking.

Any Customer who has not paid the full price of the Tourist Service no later than 30 days before the start of the Tourist Service is considered to have cancelled their booking and the termination costs will apply as indicated in Article 16 below.

Finally, and in accordance with Article 68 of Decree 72-678 of 20 July 1972, as amended, holiday rentals may not be the subject of non-payment more than 6 months before the handover of the keys.

Art.11 - EXCHANGE VOUCHER

Upon receipt of full payment, the Seller shall send the Customer an exchange voucher with practical information on how to receive the Tourist Service. The provision of this exchange voucher to the Partner by the Customer is no longer mandatory. On arrival, the Customer must give their booking reference and show proof of identity matching the name given when booking.

Art.12 - ARRIVAL

The Customer must present themselves on the agreed day and at the time indicated on the voucher. In case of late arrivals, delays or last-minute cancellations, the Customer must contact the Partner, whose address and telephone number appear on the voucher. The price of Tourist Services not received due to this delay will remain due and the delay will not give rise to any refund.

Art.13 - DURATION

The Customer signing the Contract for a fixed period may in no circumstances invoke any right to maintain occupancy at the end of the dates indicated in the Contract.

Art.14 - AMENDMENT BY THE SELLER

The Seller may unilaterally amend the clauses of the Contract after the formation of the Contract and before the start of the Tourist Service and without the Customer being able to object, provided that the amendment is minor and that the Customer is informed as quickly as possible in a clear, understandable and apparent way on a durable medium.

In the event of a unilateral amendment by the Seller of a Tourist Service booked in a firm and final way and if this amendment is not minor and concerns an essential element of the Contract such as a price increase by more than 8% compared to the initial price in the case of application of the price revision clause, the Customer can either accept the amendment proposed by the Seller, or terminate the Contract without any charge. In the case of termination of the Contract, the Customer is immediately reimbursed the amounts paid for this booking and is paid compensation equivalent to that which the Customer would have had to incur if they had cancelled on the amendment date as well that indicated in Article 16 below.

Art.15 - CANCELLATION BY THE SELLER

The Seller can cancel the booking without charge before the start of the Tourist Service in the following two cases:

If the number of people registered for the Tourist Service is less than the minimum number specified in the booking form and if the cancellation occurs no later than (i) 20 days before the start if the Tourist Service exceeds 6 days, (ii) 7 days before the start if the Tourist Service lasts between 2 and 6 days or (iii) 48 hrs before the start Of The Tourist Service does not last more than 2 days.

If the Seller is unable to provide the Tourist Service due to exceptional and unavoidable circumstances and if the cancellation occurs as soon as possible before the start of the Tourist Service.

In the cases listed above, the Customer has the right to a full refund of payments made but not to additional compensation for any damage suffered.

In all other cases, the Seller who unilaterally cancels a Tourist Service booked in a firm and final way is liable in respect of the Customer not only for the immediate repayment of the sums paid by the Customer for this booking but also for compensation corresponding to the compensation that the Customer would have had to pay if they had cancelled on the same date and as well as that indicated in Article 16 below.

Art.16 CANCELLATION AND AMENDMENT BY THE CUSTOMER

Any request for amendment or cancellation at the initiative of the Customer of the Tourist Service booked in a firm and final way must be notified to the Seller in writing. The date of receipt of this written notification will be that adopted for calculating the costs referred to below. The request must be made within a maximum of 48 hrs from the start date of the Trip, otherwise no refund will be granted.

Any request for amendments not expressly accepted by the Seller and which does not give rise to an addendum to the Contract with any adjustments made necessary is equivalent to a cancellation. In this regard, and for all the facilities located in an isolated site, a change request for a postponement may be granted exceptionally in some cases related to climatic conditions and accessibility conditions. The request must be made by email or post to the Seller within a period of 48 working hours from the date of the occurrence of the changing climatic and/or accessibility conditions.

Delay identified before the start of the Trip or the Service	Termination costs
More than 30 days	10 %
From 30 to 22 days	25 %
From 21 to 8 days	50 %
From 7 to 2 days	75 %
Less than 2 days/non show	100 %

The termination costs are paid to the Seller by the Customer and are charged up to the amount of the sums already paid by the Customer for the booking.

If the Customer has taken out an insurance-cancellation contract, the termination costs are borne by the insurer according to the conditions laid down by the insurance contract including a summary of the cover which is attached to the contract. In this last case, however, the costs of taking out the insurance-cancellation contract may not be the subject of any refund. Similarly, in the event of the payment solution set up by a third-party organisation at the Customer's request, the electronic banking costs associated with this payment solution and due to this third-party organisation may not be the subject of any reimbursement.

Art.17 - TRIP INTERRUPTION

No refund will be paid by the Seller in the case of an interruption of the Tourist Service by the Customer before the excepted end. However, the Customer will be able to receive compensation if the reason for the interruption is covered by the insurance-cancellation contract they have taken out.

Art.18 - CONTRACT TRANSFER

The Customer may transfer the Contract to a third party who meets the same conditions as them to receive the Tourist Service. In this case, the Customer is obliged to inform the Seller of their decision by registered mail with acknowledgement of receipt at the latest 7 days before the start of the Tourist Service. The Seller then communicates the amount of the costs relating to this transfer to the Customer without delay, costs which may not exceed any additional costs requested by the Partner and the cost of processing the transfer file by the Seller. In the case of Transfer, the Customer is jointly and severally liable with the third party in respect of the Seller for the payment of the balance of the price as well as any additional costs arising from this transfer.

Art.1 CONDITIONS SPECIFIC TO THE ACCOMMODATION

19.1 - CAPACITY

This Contract is established for a limited number of people. If the number of participants exceeds the accommodation capacity set out in the Contract, the Partner can refuse the additional participants. Any breach of Contract for this reason will then be considered made on the initiative and under the responsibility of the Customer. In this case, the price of the Tourist Service will remain retained by the Seller.

19.2 - SECURITY DEPOSIT AND INVENTORY

Some types of accommodation may require payment of a security deposit by the Customer and intended to cover the financial consequences of degradation that can occur during the Tourist Service. The amount of the deposit variable and is indicated in the prior information document. This security deposit is paid to the Partner or their representative at the start of the Tourist Service. Upon both arrival and departure, there will be an inventory enabling the verification of the inventory of the premises to be rented. Upon departure, the deposit will be refunded to the Customer, minus any refurbishment costs, if damages were observed attributable to the Customer. In case of early departure (in relation to the times mentioned on the exchange voucher) preventing the establishment of the state of the rental, on the same day as the Customer's departure, the security deposit (or the balance of the deposit in the case of damage) is returned to the Customer by the Partner within a period not exceeding one week.

The Customer is required to maintain the leased property as that would their own family home. The cleanliness of the accommodation on arrival of the Customer must be noted in the inventory. The cleaning of the premises is the responsibility of the Customer during the entire period of the rental and up to their departure.

19.3 - PAYMENT OF CHARGES

Certain types of accommodation require the payment of charges for the consumption of water, gas, electricity, heating, etc. The details of these charges is variable and is indicated in the prior information document. Generally, the charges included in the basic price include electricity up to 8 kWh per day, gas for the gas cooker and cold water. The amount of these charges should be paid directly to the Partner against a receipt. Some rental prices may include all-inclusive prices for charges.

19.4 - CATERING

Prices include room rental with or without breakfast, half board or full board. Unless otherwise stated, drinks during meals are not included. When a Customer occupies a room intended to accommodate two people and unless otherwise stated, they are charged a supplement known as an 'individual room supplement'. On the day of departure, the room must be released at the time displayed in the establishment.

Art.20 - OUTDOOR ACTIVITIES

The Seller reserves the right to cancel an activity provided for in the Contract if the latter is prevented from providing such activity due to the occurrence of exceptional and unavoidable circumstances, as stated in Article 15 herebefore.

In the same situation of exceptional and unavoidable circumstances, the Seller may also, with the agreement of the Customer, except in the case of a minor change as stated in Article 14 herebefore, substitute the original activity with another activity. In this second case, however, the Customer shall not be entitled to any refund.

In all the cases referred to in this paragraph, the Customer shall not be entitled to any compensation of any kind whatsoever.

Each participant must respect the safety rules and follow the instructions given by the person supervising the activity. The Seller reserves the right to ask any member of the group to leave the event that their behaviour endangers the safety and well-being of other participants. In this case, no compensation will be due.

Art.21 - ANIMALS

The Contract or exchange voucher determines whether a Customer may or may not be accompanied by a pet and if necessary, will specify whether the acceptance of said animal will or will not be subject to a supplementary cost or an increased deposit. In case of non-compliance with this clause by the Customer, the service provider is entitled to refuse to provide the Tourist Service. In this case, no refund will be made.

Art.22 - INSURANCE

The Customer is responsible for any damage they cause. The Customer is invited to verify whether their personal insurance also covers holiday insurance. Otherwise, it is strongly recommended to take out such insurance. The Seller gives the Customer the option to take out an insurance policy that covers the consequences for certain cancellations and assistance cases. The content of the cover and exclusions is the subject of a document which will be provided to the Customer at the same times as the prior information document. The Seller is insured for professional

civil liability as stated elsewhere.

Art.23 - CLAIMS

Any claim relating to a breach or the poor execution of the Contract must be sent to the Seller in writing within 48 working hours. Complaints concerning the inventory must be brought to the attention of the Seller within 48 hours of arrival.

Art.24 - TOURISM OMBUDSMAN

After having contacted the Seller, and if they have not received a satisfactory response to in a period of 60 days, the Customer can contact the Tourism and Travel Ombudsman (MTV), whose details are as follows : MTV Médiation Tourisme Voyage BP 80 303 - 75 823 Paris Cedex 17, and whose referral procedures are available on the website: www.mtv.travel

Art.25 - PROOF

It is expressly agreed between the Parties that the data stored in the information system of the Seller and/or its Partners concerning the elements of the Tourist Service have the same probative force as any document which would be established, received or retained in writing.

Art.26 - PERSONAL DATA

Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, otherwise known as the General Data Protection Regulation or GDPR, as well as Law n°2018-493 of 20 June 2018 regarding the protection of personal data, set the legal framework applicable to the processing of personal data.

In the context of its business selling Holidays and Tourist services, the Vendor uses and processes personal data relating to Clients and Beneficiaries.

In accordance with Article 12 of the GDPR, the Vendor has formalised the rights and obligations of Clients and Beneficiaries with regard to the processing of their personal in a document called the Privacy Policy, available at the following address : <https://www.resa62.com/vie-privee.html> or on request from the Vendor.

For any further more general information about the protection of personal data, please visit the CNIL website www.cnil.fr.

Art.27 - USE OF FRENCH AND PRIMACY OF FRENCH

In accordance with Law n° 94-664 of 4 August 1994, the offers presented on the Seller's websites, as well as these Conditions of Sale, are written in French. Translations into foreign languages of all or part of this information may however be accessible. Both Parties agree that the French version takes precedence over all versions written in another language.

Art.28 - APPLICABLE LAW

Any Contract concluded between the Seller and the Customer is subject to French Law.

IDENTITY OF THE SELLER - PROFESSIONAL LIABILITY INSURANCE - FINANCIAL GUARANTEE

Information relating to the Seller:

Company name : ADRT Pas-de-Calais
Legal form : association (a) 1901
SIRET No : 32592008000042
APE code : 8413Z
Registration No ATOUT FRANCE : IM062120019
Address : Route de la trésorerie 62126 Wimille
Telephone : 0033.3.21.10.34.60

Professional Civil Liability Insurance:

The Seller has taken out a professional civil liability insurance policy (ARCP) n° 56.084779 with [PM CONSEILS ASSURANCES 11 Place du marché couvert, 91222 Breteigny sur Orge Cedex](#) to cover the consequences of Professional Civil Liability that the Seller may incur.

Financial guarantee :

The Seller warrants a financial guarantee underwritten by APST the purpose of which is consumer protection (refund of instalments, continuation of the trip, etc.) in the event of the Seller's financial defaulting.